

AMBULANCE SERVICES AGREEMENT

PREAMBLE

This agreement executed in duplicate originals entered into by and between ST. JOHN THE BAPTIST PARISH COUNCIL (individually and jointly hereinafter referred to as "St. John", appearing herein through its duly authorized President, Natalie Robottom, and ACADIAN AMBULANCE SERVICE, INC., a Louisiana corporation domiciled in the parish of Lafayette, appearing herein through its duly authorized Executive Vice-President and Chief Financial Officer, David L. Kelly, (hereinafter referred to as "Acadian").

WHEREAS, Acadian is a highly respected, competent and qualified ambulance service company capable of providing quality emergency medical and ambulance services to the residents of St. John; and,

WHEREAS, St. John is in need of assuring the availability of such quality ambulance and emergency medical services; and,

WHEREAS, St. John recognizes that the rural nature of the parish renders the parish difficult to serve from an emergency medical services standpoint, since the number of ambulance calls per day is disproportionate to the number of ambulances necessary to serve such a vast land area.

WHEREAS, St. John desires to contract with Acadian to have available on a 24-hour 7 day a week basis, the sufficient number of ambulances to adequately serve the parish during normal operations and for assistance in the coordination of mutual aid with the Parish during extraordinary operating conditions, including but not limited to events of mass casualty, declared disaster or emergency, mass evacuation of St. John or when called upon by another Parish in which Acadian provides service to render mutual aid to that Parish during the above described types of events or events similar thereto.

WHEREAS, Acadian desires to enter into such an agreement with St. John in order to have ambulance service accessible for the residents of St. John;

NOW THEREFORE, in consideration of the foregoing premises and of the mutual promises hereinafter contained, Acadian and St. John agree as follows:

TERMS:

In consideration of the mutual covenants herein contained, the parties hereto agree that the term of this agreement shall be for a period of five (5) years from October 1, 2014 at 12:01 a.m. through September 30, 2019, at 12:00 a.m., with an option to renew for two (2) additional two (2) year periods thereafter upon written mutual agreement. Either party shall have the option to terminate this agreement at any time upon giving thirty (30) days written notice.

CANCELLATION — ANNUAL REVIEW AND RENEWAL:

This agreement shall continue for the five (5) years without further act of the parties. Acadian agrees that at all times it will comply with all necessary governmental (federal, state, parish and municipal) requirements, permits, and regulations concerning its operation under this agreement. On a monthly basis, St. John and Acadian shall conduct a joint review and/or

assessment of Median's performance and compliance under the terms of this agreement. The failure of Acadian to comply and correct any such violations and/or terms of this contract, after reasonable notice and opportunity to do so, may form the basis for a cancellation of this service agreement. All such notices shall be given by certified mail to the following persons on behalf of the parties hereto:

Natalie Robottom
Parish President
Or the duly elected
or Appointed successor 1801
West Airline Highway
LaPlace, LA 70088

David L. Kelly
Exec Vice-President & Chief Financial Officer
Acadian Ambulance Service
Post Office Box 98000
Lafayette, LA 70509-8000

CONSIDERATION AND TERMS OF PAYMENT:

As consideration for providing the availability of ambulance services herein set forth, and during each year of this agreement, St John shall pay to Acadian the full and true sum of THREE HUNDRED THIRTY FOUR THOUSAND FIVE HUNDRED SIXTEEN DOLLARS AND 84/100 (\$334,516.84), payable in eleven monthly installments of TWENTY SEVEN THOUSAND EIGHT HUNDRED SEVENTY SIX DOLLARS AND 41/100 (\$27,876.41) and one monthly installment of TWENTY SEVEN THOUSAND EIGHT HUNDRED SEVENTY SIX DOLLARS AND 33/100 (\$27,876.33) on the first day of each month. Payment shall be made to Acadian Ambulance Service, Inc. Acadian shall be entitled to an annual increase of three percent (3%).

In the event that payment of any installment due hereunder is not paid by the 10th day of the following month in which the same is due, St. John shall pay to Acadian a penalty of an additional two (2%) percent thereof.

The amount due Acadian by St. John is solely for the availability of ambulance service hereunder and shall not be reduced as a result of any other revenues received by Acadian due to or as part of its operations in St. John. It being specifically understood that any person receiving any services hereunder shall be responsible for payment of such services (less benefit collection on their behalf).

UNDERTAKINGS AND WARRANTIES OF ACADIAN

As set forth in the provisions of this contract, Acadian shall provide emergency and non-emergency ambulance service to the residents of St. John. Acadian will station a minimum of three (3) ambulances within the boundaries of St. John. These three ambulances are to be used to provide emergency and non-emergency ambulance service for the people of St. John. In the event Acadian's primary ambulances are in service, Acadian is to have another ambulance on call and available to back up the primary units in the event another emergency arises within the time response limit of this contract. Two (2) stations shall be maintained in the Parish. Acadian shall maintain the Laplace station on the East Bank and St. John Parish shall maintain the West Bank station at Edgard.

Acadian shall conduct its operations pursuant to the operations plan attached hereto as "Exhibit A" and the Operation Overview attached hereto as "Exhibit B" and incorporated herein by reference.

All emergency patients are to be transported to the nearest medical facility that has an emergency room maintained twenty-four (24) hours a day with a doctor on duty at all times, or to a designated medical facility of the patient's choice outside of St. John, provided however that the patient's condition, the medical treatment, and/or circumstances warrant such transportation outside of St. John.

Acadian shall provide, at its expense, all equipment and supplies necessary for Acadian to operate an emergency and non-emergency ambulance service. Additionally, Acadian will employ at its expense all personnel necessary to fulfill the terms of this contract and to conduct the ambulance service for St. John Parish. Locally trained personnel shall be employed whenever possible.

St John Parish hereby declares that as a further consideration for the execution of this service agreement, and to further safeguard the public health, safety, welfare of its citizens, Acadian Ambulance Service, Inc., shall, respond to all emergencies and transport emergency patients in Advanced Life Support ambulances staffed by a certified paramedic and a driver.

Emergencies shall have first priority. Dispatching and transporting decisions will be made by the staff of Acadian in accordance with the terms of and provisions of this agreement and resources available as set forth herein.

Acadian agrees to respond to all emergency calls in St. John Parish without regard to a person's financial means or insurance coverage.

Acadian agrees to provide standby services at area high school football games and/or major public fairs and festivals.

UNDERTAKINGS AND WARRANTIES OF ST. JOHN

St. John warrants that it has the requisite constitutional and statutory authority to enter into this agreement without which warranty Acadian would not have entered into this agreement, and St. John also warrants that the signatory hereof on its behalf is properly authorized.

St. John recognizes that the fee paid to Acadian is solely for the establishment of an ambulance availability network, and in no way relates to transports performed by Acadian. Acadian agrees that all transports shall be performed on a fee for service basis, with the individual transported maintaining full obligation for the service rendered. Acadian agrees to bill and collect from all patients directly and understands that St. John parish bears no responsibility or obligation to pay for services rendered to individuals.

Acadian agrees to have available all equipment which may be necessary to effectively deploy ambulances as necessary in peak times and times of disaster and catastrophic event as they may arise in St. John.

INDEMNIFICATION

Acadian agrees to indemnify and hold St. John harmless of all claims, damages, and causes of action, including costs, expenses and reasonable attorney's fees, for injury to or death of persons and loss of or damage to property by any negligent or willful act or liability-creating act

or omission of Acadian, including claims advanced under theories of strict liability, in connection with its activities and responsibilities of Acadian as a consequence of this contract.

Acadian agrees to protect, indemnify and hold St. John harmless, from any and all claims, demands or causes of action of every kind or character, including but not limited to, tort claims, medical product liability claims and product liability claims arising in favor of officers, directors and employees of Acadian and/or third parties resulting from emergency medical treatment or the administration of medication in connection therewith by Acadian or its agents and/or third parties including all claims for damage, injury or death, legal interest, costs, expenses or fees thereon on any judgment arising from same. Acadian shall provide St. John with current certificates of insurance reflecting Acadian's insurance coverage for general liability, property damage, errors and omissions, and workmen's compensation coverages in accordance with Exhibit A.

St. John Warrants that it has the authority to enter into this Agreement and agrees to protect, defend and indemnify Acadian, its subsidiaries and its and their officers, employees, agents and insurers from and against any claims brought by or on behalf of any person or entity arising out of any questions of the authority to enter into or abide by the terms of this Agreement.

CHOICE OF LAW

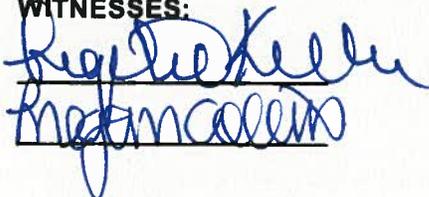
The validity, interpretation, and construction of this agreement shall be governed by the laws of the State of Louisiana. In the event that some dispute should arise with regard to the interpretation of this agreement, the same shall be resolved without reference to authorship.

MODIFICATION OR WAIVER

This agreement constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties, and shall be binding on the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, this agreement has been signed in duplicate originals, this 14th day of October, 2014, at Laplace, Louisiana.

WITNESSES:



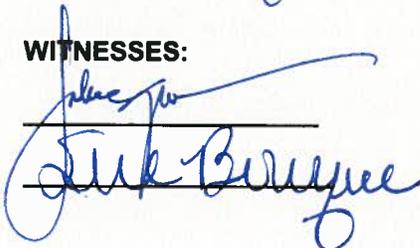
ST. JOHN THE BAPTIST PARISH COUNCIL

By: Natalie Robottom

Natalie Robottom, Parish President

IN WITNESS WHEREOF, this agreement has been signed in duplicate originals, this 10th day of November, 2014, at Safayette, Louisiana.

WITNESSES:



ACADIAN AMBULANCE SERVICE, INC.

By: David L. Kelly

David L. Kelly, Exec VP & CFO

EXHIBIT "A"

**ACADIAN AMBULANCE SERVICE, INC.
STANDARDS OF OPERATIONS**

ST. JOHN THE BAPTIST PARISH

I. AMBULANCES

All ambulances utilized by Acadian shall provide space for two (2) attendants whose qualifications are hereinafter set forth and a minimum of two (2) litter patients so positioned that at least one patient can be given intensive life-support during transit.

II. AMBULANCE DRIVERS

No person shall drive an ambulance unless:

- a) They are a person of at least 18 years of age;
- b) They have a current Class D driver's license issued by the State of Louisiana;
- c) They have never been convicted anywhere under the laws of this state, or of any other state, or of the United States, or other applicable laws of parishes and cities of any felony; and
- d) They are not addicted to the use of intoxicating liquor, does not use any narcotic drugs and is not suffering from any disease or infirmity which might make him an unsafe or unsatisfactory driver.

III. EMERGENCY MEDICAL STAFF

No ambulance shall transport a patient unless there is onboard a minimum of two qualified persons as per LSA R.S. 40:1232. Acadian agrees that at least one of the ambulance personnel shall be an emergency medical technician-paramedic.

IV. AMBULANCE EQUIPMENT

All emergency ambulances used in St. John parish shall be equipped with equipment adequate for the dressing of wounds, splinting of fractures, controlling hemorrhage and providing oxygen. Particularly, each ambulance shall have the equipment as specified in LSA R.S. 40:1232.

V. COMMUNICATIONS

Each unit serving St. John shall be equipped with a two-way radio for direct voice dispatching, routing, notification of emergency departments and direction and assistance from physicians, and for cross-communication and liaison with fire, police and civil defense authorities as well as other ambulance units.

VI. INSURANCE

Acadian shall furnish and keep in force at its sole expense the following lines and types of Insurance coverage. All coverages and types of insurance must be underwritten by carriers acceptable to the parish.

- A. Worker's compensation**
 - 1. \$1,000,000.00 E L limit
 - 2. Waiver of subrogation
 - 3. 30 days Notice of Cancellation

- B. Commercial General Liability with limits no less than:**
 - 1. \$1,000,000.00 each occurrence
 - 2. \$2,000,000.00 general aggregate
 - 3. \$2,000,000.00 total aggregate for products/completed operations
 - 4. \$1,000,000.00 personal and advertising injury
 - 5. \$5,000 medical payments
 - 8. Waiver of subrogation
 - 7. 30 days Notice of Cancellation

In lieu of 1 — 5; the following will be acceptable:

- 8. \$1,000,000.00 CSL, B1 and PD (old forms, no annual aggregate limit)

St. John will be named additional insured and liability insurance must include coverage for the indemnity and hold harmless agreement between Acadian and St. John.

- C. Business automobile insurance:**
 - 1. \$1,000,000.00 CSL
 - 2. Waiver of subrogation
 - 3. 30 days Notice of Cancellation
 - 4. Covering all owned, non-owned and hired autos

St. John will be named additional insured:

- D. Professional liability insurance**
 - 1. Acadian shall at all times maintain professional liability with limits of \$500,000 per occurrence. Responsibility of Acadian to provide this coverage may be discharged by the participation of Acadian in Patient Compensation Fund.

EXHIBIT B

OPERATIONAL OVERVIEW

GEOGRAPHIC SCOPE AND LOGISTIM:

Acadian is to strategically locate two ambulance stations to provide emergency ambulance service to the residents and transients of St. John. The West Bank location will service the West Bank of the Parish and will be located in Edgard. The East Bank location will service the East Bank of the Parish and will be located in LaPlace.

St. John will provide proper housing on the West Bank (Edgard Station) to house the ambulance crew personnel. General accommodations are to include sleeping quarters, living area, kitchen facilities, and adequate parking for emergency and personal vehicles. The East Bank (LaPlace) location will be provided by Acadian and accommodate the ambulance personnel. Acadian will make available all additional emergency ambulance support as indicated by emergency need within St. John. Equally equipped and staffed emergency ambulances are to be routed to St. John immediately as required to provide and assure adequate emergency ambulance coverage at all times. Written documentation must be presented upon request to assure this coverage. At no time is this of greater significance than in time of disasters or incidents that produce mass casualties. In at least ninety percent (90%) of all cases and under normal circumstances, Acadian shall respond to all emergencies routed through St. John 9-1-1 in a time period of 15 minutes or less with a maximum of twenty-five (25) minutes in situations where there are mass casualties.

In addition to the ground ambulances, Acadian is to also have medical helicopter support available to assist in critical situations when patients require expedient transport to appropriate medical facilities.

AMBULANCE EQUIPMENT:

Acadian shall provide three (3) type two ambulances, two of which shall be available and staffed 24 hours a day and the third ambulance no less than 12 hours per day, seven days a week. These ambulance units shall be complete with state of the art communications and emergency medical equipment inventory. The ambulances will be supplied and operated in accordance with all federal guidelines set forth by the U.S. Department of Transportation, and Louisiana agencies regulating the provision of ambulance service, and in accordance with the terms of the St. John ambulance service contract.

Acadian declares that as a further consideration for the execution of the original Ambulance Service Agreement, and to further safeguard the public health, safety and welfare of St. John's citizens, Acadian shall provide that all ambulances responding to emergencies and transporting emergency patients will be Advanced Life Support capabilities on all emergency transports.

EMERGENCY MEDICAL DISPATCH CENTER:

A central medical dispatch center approved by St. John is to be maintained 24 hours a day, seven days a week, by a medically competent professional that has been specifically trained in medical dispatch, to receive all calls from St. John's 9-1-1 system. Acadian shall have the ability to dispatch the required emergency ambulances and staff immediately and appropriately, and to provide lifesaving information to the caller in cases of emergencies when assistance to the patient is necessary prior to the arrival of the emergency unit to the scene. To provide maximum response efficiency, Acadian shall provide satellite tracking via a G.P.S. (Global Positioning System). All emergency calls originating from a St. John dispatcher shall be answered with due diligence. All such communication shall be recorded and held on record for ninety (90) days.

Emergency ambulances are to be equipped with mobile data terminals in them to reduce the need for lengthy voice communications and to make dispatching instructions more precise. Cellular phones are also required in each emergency ambulance to further enhance communications with the hospital physicians and the emergency room for consultation concerning the patient when appropriate.

All requests for emergency ambulance service received by St. John through 9-1-1 system will immediately be routed to the emergency ambulance provider's dispatch center, and St. John's 9-1-1 system reserves the right to respond simultaneously dispatching local fire, rescue personnel, etc. to the scene.

TRANSPORTATION RATES:

It is recognized that St. John is only subsidizing the availability of ambulance service and Acadian has the authority to charge prevailing rates to the patient for services rendered. In no case will St. John be involved in the collection of monies due Acadian. All patients requiring emergency ambulance service are to be provided with this services regardless of their financial means and shall be charged the usual rate schedule of Acadian Ambulance, not to exceed those rates charged in any other parish served by Acadian.

CONTRACT REGULATIONS:

Upon initiation of this contract the ambulance provider will be the sole provider of emergency and non-emergency ambulance services in St. John Parish. Any provider besides Acadian may be allowed to transport a patient in to or out of St. John, but is prohibited from transporting any patient with the origin and destination within the physical boundaries of St. John. It is recognized that St. John does not have control or is responsible for any call directed to an ambulance company by a patient that is not routed through the St. John 9-1-1 system, nor is the emergency ambulance provider or St. John responsible for the response time if the emergency calls are not routed through the St. John 9-1-1 system.

The office of the parish president through the Department of Public Safety will coordinate activities under this contract.

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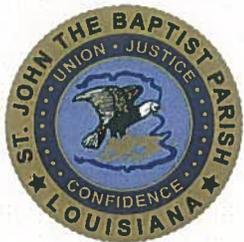
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ST. JOHN THE BAPTIST PARISH COUNCIL

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Office 985-652-1702
Fax 985-652-1700

October 14th, 2014

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Cell 985-296-6046

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1801 W. Airline Hwy.
LaPlace, LA 70068

Dear Mrs. Robottom:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Monday, October 13th, 2014.

“Councilwoman Hotard moved and Councilman Gauff seconded the motion to grant administration authorization to enter into a contract with Acadian Ambulance Services, Inc. for Ambulance Services. The motion passed unanimously.”

CERTIFICATION

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 13th day of October, 2014.

October 14th, 2014

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council